

REMARKS

Claims 1 through 43 are in the Application, with claims 27-41 and 43 withdrawn from consideration. Of the claims currently under consideration, Claims 1, 3-7, 9-19, 21-25, and 42 are amended. Claim 26 is cancelled. Claims 1 and 42 are the independent claims under consideration herein. Support for the amendments to the claims can be found, among other places, on page 9, line 15 to page 10, line 28 of the present Application. No new matter has been added. Further examination is respectfully requested.

As required by the Office Action, Applicant hereby affirms the provisional election of Group 1 and identifies claims 1-26 and 42 as readable thereon.

The disclosure is objected to by the Office Action because of an informality noted in the Office Action: The supplier information database is now referred to as supplier information database 274 in the text, as required by the Office Action and described above. Applicant respectfully requests that the objection now be withdrawn.

Claims 4 and 5 are rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Although the propriety of the rejection is not conceded, Applicant has amended Claims 4 and 5 to add "associated with a projected supply of said first component" to the body of Claim 4 and "associated with said projected supply of said first component" to the preamble of Claim 5 which depends upon Claim 4. Applicant has also made further amendments within Claim 5 to provide proper antecedent basis concerning the term "projected supply". The term "projected supply" is discussed, among other places, in the present Application on page 15, line 16 to page 16, line 3: "In some embodiments, determining a need for a component outside the order established during the step 102 may be or include one or more of the following: ... determining that a change in projected supply for a component makes it disadvantageous to fill an order with the component;..." Applicant therefore requests that the Examiner withdraw the 35 U.S.C. §112, second paragraph rejection of Claims 4 and 5.

Claims 1-7, 9-12, 15-19, 24, 26, and 42 are rejected under 35 USC §102(b) as being anticipated by U.S. 6,167,383 to Henson ("Henson"). Claims 8, 20-23, and 25 are rejected under

35 USC §103(a) as being unpatentable over Henson in view of U.S. Patent No. 6,873,967 to Kalagnanam *et al.* ("Kalagnanam"). Claims 13 and 14 are rejected under 35 USC §103(a) as being unpatentable over Henson in view of an Official Notice. Applicant respectfully respects reconsideration and withdrawal of the rejections in light of the foregoing amendments and following remarks.

Independent Claim 1 relates to a method to fulfill an order for a product. The order is received at a supplier from a customer for the product. The order includes a first component associated with the product. The order also includes a non-binding attribute describing a class of items that are substitutes for the first component and that are acceptable to the customer. The non-binding attribute is associated with the first component. The supplier determines a second component that satisfies the non-binding attribute for the order. The supplier then provides the product to the customer including the second component and not including said first component.

"Non-binding attributes" are discussed, among other places, on page 8, lines 20-27 of the present Application. The Application states, for some possible embodiments:

Preferably, the order established during the step 102 identifies or otherwise includes a component for a product and a non-binding attribute associated with the component. For example, a computer product may include many different components including, but not limited to, motherboards, keyboards, monitors, disk drives, speakers, etc. A non-binding attribute associated with a component may allow the component to be exchanged for a different component. For example, an order for a computer product may allow a fifteen inch monitor to be replaced by a larger size monitor, a keyboard to be replaced by a more extensive keyboard, etc.

In some possible embodiments as discussed in the present Application, "fulfilling an order for a product may include establishing an order, wherein the order identifies an initial configuration for a product and at least one non-binding attribute associated with the initial configuration; after the order is established, determining an alternate configuration for the product in accordance with the at least one non-binding attribute." (Application, page 3, lines 6-11). In some possible embodiments, use of the non-binding attribute by a supplier in substituting a first component for a second component as recited in amended claim 1 can allow the supplier flexibility in meeting order requirements. For example, an order for bicycles "has two non-binding attributes, one for seats and one for tires, thereby providing the supplier of the bicycles some flexibility in satisfying the order..." (Application, page 9, line 25 to line 27).

Henson is not seen to disclose or suggest the above features of amended independent Claim 1. In particular, Henson is not seen to disclose or suggest receiving an order including a first component and a non-binding attribute describing a class of items that are substitutes for the first component and that are acceptable to a customer. Furthermore, Henson is not seen to disclose or suggest a system in which a supplier determines a second component that satisfies the non-binding attribute for the order.

Henson relates to a web-based on-line store for configuring and purchasing computer systems. Henson states: "[t]urning now to FIG. 3 (3A, 3B and 3C) [of Henson], from a system configuration options screen 70, a customer of the online store 10 can build a customer configured machine by selecting options listed on the configuration screen 70." (Column 6, lines 18-21). In Henson, a plurality of allowable configuration options are presented to a customer, and the selected options are used to build a machine.

However, Henson does not disclose or suggest that an order including a first component is received by a supplier from a customer, the order having an associated non-binding attribute that describes a *class of items* that are substitutes for the first component and that are acceptable to the customer, as is claimed in independent amended Claim 1. Instead, in Henson, an on-line store provides alternative configuration options to a customer, and the customer makes the final selection of an *option* from alternative configuration options.

Moreover, Henson does not disclose or suggest "determining by said supplier a second component that satisfies said non-binding attribute for said order", as is further claimed in Claim 1. In Henson, although an alternative configuration option may be chosen by the *customer* as a substitute for a previous configuration option if the previous configuration option is not available or otherwise unacceptable or less preferred, Henson describes the *customer* determining the selected alternative configuration option. For instance, Henson states that "[a]nother example [of system configuration validation] might include, a particular option requiring the selection of a second option [by a customer], otherwise the system cannot be built or an indefinite shipment delay will result ... Customers of the on-line store application thus receive advance warning when an option will not work for a given configuration." (Column 8, lines 40-54). This customer selection cannot be seen to disclose or suggest determining by a *supplier* a second component that satisfies a non-binding attribute for an order, as is claimed in Claim 1.

The remaining art of record has been reviewed and is not seen to remedy the foregoing deficiencies of Henson. Therefore, the art of record, taken in any permissible combination, is not seen to disclose or receiving an order including a first component and a non-binding attribute describing a class of items that are substitutes for the first component and that are acceptable to a customer. Furthermore, Henson is not seen to disclose or suggest a system in which a supplier determines a second component that satisfies the non-binding attribute for the order. .

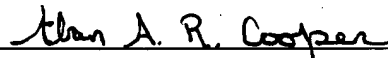
In view of the foregoing, amended independent Claim 1 is believed to be in condition for allowance. Claims 2-25 depend from amended independent Claim 1 and are therefore also believed to be allowable for at least the foregoing reasons. Amended independent Claim 42 concerns a system roughly corresponding to the method of Claim 1 and is therefore also believed to be allowable.

CONCLUSION

Accordingly, Applicant respectfully requests allowance of the pending claims. If any issues remain, or if the Examiner has any further suggestions for expediting allowance of the present Application, the Examiner is kindly invited to contact the undersigned *via* telephone at (203) 972-4982.

Respectfully submitted,

November 3, 2005
Date



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